



Beograd, Bulevar Nikole Tesle 42
PIB 109912534 | MB 21266175 - ŠD 7711
Tekući račun: 170-0030031688001-32

OPŠTI USLOVI IZNAJMLJIVANJA VOZILA „SEPA GROUP D.O.O.“

Član 1. Dejstvo Opštih uslova

Sva iznajmljivanja vozila koja „SEPA GROUP D.O.O.“ (u daljem tekstu: Najmodavac) vrši prema svojim klijentima (u daljem tekstu: Najmoprimac) podležu ovim Opštim uslovima u skladu sa posebnim uslovima Ugovora o iznajmljivanju vozila, koji je izričito drugačije navedeno, odnosno ukoliko pojedina pitanja nisu izričito drugačije regulisana. Ovi uslovi su objavljeni na internet stranici www.sepa.rs, i utičuće se u jednom primerku svakom klijentu, koji prijem lista potvrđuje potpisom Ugovora o najmu vozila.

Član 2. Osnovni uslovi za najam vozila

Najmoprimac mora imati navršeni 21 godinu života, kao i vozačku dozvolu najmanje 3 godine. Najmoprimac je dužan da Najmodavcu prilikom preuzimanja vozila predloži ličnu kartu, odnosno pasos, kao i vozačku dozvolu na uvid. U slučaju sumnje u autentičnost bilo koje od ovih isprava, Najmodavac zadržava diskreciono pravo da bez odgovornosti odbije zaključenje ugovora, odnosno izdavanje vozila. Ukoliko je klijent pravno lice, lice koje je ovlašćeno za upravljanje vozilom mora biti navedeno u ugovoru i ispunjavati sve uslove iz prethodnog stava. Prilikom zaključenja ugovora, Najmoprimac mora posedovati kreditnu karticu kao sredstvo plaćanja depozita, ili odgovarajući novčani iznos u gotovini, koji će položiti na licu mesta. Najmoprimac zadržava diskreciono pravo da bez odgovornosti prema klijentu odbije zaključenje ugovora, odnosno izdavanje vozila licima koja odeljeno nisu u stanju da bezbedno upravljavaju vozilom bez obzira na to što ispunjavaju napred navedene formalne uslove (npr. odeljen invaliditet klijenta, alkoholisanost...)

Član 3. Dužina najma

Minimalno trajanje najma vozila je 24 časa. U slučaju kada klijent kasni sa vraćanjem vozila, toleriše se 60 minuta prekoračenja. Po isteku perioda tolerancije, Najmodavac je ovlašćen da naplati nov dan najma. Najam se može produžiti samo uz saglasnost Najmodavca, najkasnije 24 časa pre isteka najma vozila. Najmoprimac je obavezan da najmodavca obavesti ukoliko želi da vrati vozilo pre dogovorenog datuma ili vremena, najmanje 24 časa pre nameravanog vraćanja vozila.

Član 4. Plaćanje i depozit

Najam se plaća prilikom preuzimanja vozila i to kreditnom karticom koju Najmodavac prima, ili gotovinom. Ukoliko je Najmoprimac pravno lice, depozit može biti dat i uplatom na račun Najmodavca. Depoziti za vreme trajanja najma je obavezan. Polazi se putem kreditne kartice ili gotovine, i služi za obezbeđenje eventualnih Najmodavčevih potraživanja prema Najmoprimcu. Ukoliko ista ne postoje po prestanku najma, depoziti će biti vraćeni na isti način na koji je i dat. Vršnu depozita utvrđuje Najmodavca, na osnovu dužina najma, vrste vozila i ostalih okolnosti, u visini od 300 do 1500 EUR. Najmodavac je ovlašćen da sa računsa klijenta koji izvrši rezervaciju vozila putem interneta na svoj račun preuzetno prenese novčana sredstva u visini cene jednog dana najma, i pre zaključenja ugovora.

Član 5. Cena najma

Cena najma zavisi od vrste vozila, perioda na koje se vozilo iznajmljuje, i predene kilometraže. Cena najma se određuje kroz dva tarifna paketa, po izboru Najmoprimca:

- Cena najma sa računatih do 200 kilometara koje Najmoprimac može preći vozilom, sa obavezom doplate iznosa od 0.20 EUR u dinarskoj protivvrednosti po srednjem kursu NBS-a na dan isplate, za svaki naredni predeni kilometar.
- Cena najma koja uključuje neograničeno kilometražu.

Visine cene po oba tarifna paketa predstavljene su u cenovniku Najmodavca. Pored cene najma vozila, Najmoprimac doplaćuje i iznajmljivanje dodatne opreme za vozilo, prema cenovniku Najmodavca.

Član 6. Preuzimanje i vraćanje vozila

Vozilo se preuzima i vraća u poslovnicu Najmodavca, u toku radnog vremena.Moguća je i dostava odnosno vraćanje vozila izvan poslovnic (na aerodrom, hotel, kuću adresu i sl.), i van radnog vremena uz doplatu iznad visinu određenu u cenovniku preuzimanja i vraćanja vozila. Najmoprimac i ovlašćeno lice kod Najmodavca potpisuju obrazac sa stanju vozila i prateće opreme. Najmoprimac je ovim putem upozoren i savetovan da prilikom vraćanja i preuzimanja vozila savesno pregleda vozilo zajedno sa zaposlenim kod Najmodavca.

Član 7. Uslovi korišćenja i upravljanja vozilom

Najmoprimcu je izričito zabranjeno da vozilom upravlja **pod uticajem alkohola, droga i drugih psihoaktivnih supstanci**. Ukoliko se Najmoprimac ogluši o ovu obavezu, sva osiguranja koja je pribavio u skladu sa ovim Opštim uslovima nemaju dejstva, i biće dužan da Najmodavcu nadoknadi pun iznos štete, odnosno krade. Iznajmljenim vozilom može upravljati samo lice koje je upisano kao vozač u ugovoru o najmu vozila. Uz saglasnost Najmodavca, u Ugovoru o iznajmljivanju može biti upisano još jedno lice koje može upravljati vozilom, a koje ispunjava uslove iz čl. 2. stav 2. ovih Opštih uslova.

Najmoprimcu je izričito zabranjeno da iznajmljeno vozilo **daje na korišćenje neovlašćenim licima**. Ukoliko se Najmoprimac ogluši o ovu obavezu, sva osiguranja koja je pribavio u skladu sa ovim Opštim uslovima nemaju dejstva, i biće dužan da Najmodavcu nadoknadi pun iznos štete, odnosno krade. Najmoprimcu je izričito zabranjeno da **upotrebljava vozilo u komercijalne svrhe** – za prevoz robe i lice uz nadoknad. Suprotno ponašanje biće smatrano nesavesnim korišćenjem vozila koje isključuje dejstvo osiguranja od štete, te će Najmoprimac biti dužan da Najmodavcu nadoknadi pun iznos štete. Najmoprimac je izričito zabranjeno da vozilo **opretni putnicima ili predmetima preko dozvoljene maksimalne težine** navedene u saobraćajnoj dozvoli. Suprotno ponašanje biće smatrano nesavesnim postupanjem koje isključuje dejstvo osiguranja od štete. Najmoprimcu je izričito zabranjeno da bez saglasnosti Najmodavca vrši bilo kakvu **promenu delova, sklopova, opreme ili uređaja** na vozilu ili da na bilo koji način menja unutrašnjost ili spoljašnji izgled vozila. Promenjene ili nedostavljene delove Najmoprimac je dužan nadoknaditi Najmodavcu u punom iznosu, prema zvaničnom cenovniku ovlašćenog servisa.

Najmoprimac je dužan da dodatnu opremu koju je na zahtev dobio od Najmodavca koristi u skladu sa uputstvima datim od strane ovlašćenog lica, te da o svakom eventualnom kvaru na istim bez odlaganja obavesti Najmodavca. U slučaju fizičkog oštećenja dodatne opreme, korisnik je dužan da Najmodavcu nadoknadi pun iznos štete, prema zvaničnom cenovniku ovlašćenog servisa.

Član 8. Prelazak granice

Za putovanja iznajmljenim vozilom van granica Republike Srbije primenjuju se posebni uslovi najma, koji će u skladu sa sporazumom stranaka biti uneti u Ugovor o najmu. Prelazak preko granice je Najmoprimcu dozvoljen samo uz pisanu saglasnost Najmodavca. Bez izuzetka, Najmoprimcu je izričito zabranjen ulazak iznajmljenim vozilom u Albaniju i na teritoriju Kosova. Sve troškove oko pribavljanja zelenog kartona potrebnog za ulazak u podeljene zemlje nosi Najmoprimac, ukoliko isti već nije ranije pribavljivan.

Član 9. Osiguranje

- Osiguranje u slučaju udara (Collision Damage Waiver)
Cena najma uključuje osiguranje od odgovornosti za štetu prema trećim licima nastalu usled saobraćajnog udesa, od iznosa utvrđenog polisom obaveznog osiguranja.
Ukoliko u udaru dođe krivičnom Najmoprimca, njegovo osiguranje u šteti iznosi 20%. Pored sklapanja predviđenih članom 7. ovih Opštih uslova, osiguranje ne pokriva štete nastale u poslednjem vozilu, oštećenje guma i točkova, oštećenje donjeg trapa, slomljeni i/ili izgubljeni ključ, štete nastale tankinjanjem pogrešne vrste goriva i štete koju je naneo Najmoprimac namerno ili nepažnjom. Sva nabrojena oštećenja biće naplaćena u punom iznosu momentu kada se vozilo vrati iz najma po zvaničnom cenovniku ovlašćenog servisa za iznajmljivo vozilo.
- Osiguranje lica (Personal accident insurance)
Ovo vrsta osiguranja je uključena u cenu najma. Ovim osiguranjem se osiguravaju vozači i lica u vozilu za slučaj smrti ili povreda nastalih u saobraćajnoj nezgodi.
- Osiguranje od krađe (Theft protection)
Učešće korisnika u naknadi štete iznosi 20%.
Potpuno osiguranje koje se plaća posebno, i to u iznosu od 10,00 eura za svaki dan najma, u dinarskoj protivvrednosti po srednjem kursu NBS-a na dan plaćanja, Najmoprimac se oslobađa svih finansijskih odgovornosti za krađu ili štetu na vozilo osim štete nastale u unutrašnjosti vozila, oštećenje guma i točkova, oštećenje donjeg trapa, slomljeni i/ili izgubljeni ključ, štete nastale tankinjanjem pogrešne vrste goriva i štete koju je naneo Najmoprimac namerno ili nepažnjom. Ovo osiguranje neće važi u slučaju da je prilikom krađe vozilo bilo uključeno u ili je ključ bio ostavljen u bravi volana. Osiguranje neće imati dejstva ukoliko Najmoprimac ne poseduje ključ vozila i dokumenta vezana za isto.

Član 10. Postupci u slučaju nesreće, štete i krađe vozila

Za sve vrste osiguranja iz člana 9. ovih Opštih uslova neophodno je da Najmoprimac poseduje odgovarajuću policijski zapisnik. Ukoliko Najmoprimac nije u pribavi, Najmodavac je ovlašćen da mu naplati pun iznos štete nastale oštećenjem, krađom, odnosno pokušajem krađe vozila. U slučaju saobraćajne nezgode Najmoprimac je dužan da bez odlaganja o istoj obavesti policiju i Najmodavca i da postupi po njihovim instrukcijama, kao i da zapiše podatke o drugim učesnicima u nesreći tj. događaju. Najmoprimac je dužan da poseduje i Najmoprimcu prezentuje policijski zapisnik o svakoj vrsti nezgode, bez obzira na broj učesnika ili visinu nastale štete.

Najmoprimac je dužan da dostavi policijski zapisnik i u slučaju da nije bio prisutan prilikom nastanka štete, odnosno nesređe (npr. vozilo je oštećeno od strane nepoznatog lica dok je vozilo bilo na parkingu).

U slučaju nezgode, Najmoprimac je dužan da prilikom vraćanja vozila ispunji Izveštaj o nesreći, odnosno šteti koja se dogodila, kao i da napiše kratku izjavu u kojoj će opisati uzroke i okolnosti u kojima se ta nesreća, odnosno šteta dogodila. U slučaju krađe odnosno nestanka vozila, Najmoprimac je dužan da o tom događaju bez odlaganja obavesti policiju i Najmodavca, kao i da popuni Izveštaj o šteti u poslovnicu Najmodavca.

Ukoliko nestanak/krađa vozila nisu prijavljeni policiji, Najmoprimac plaća puni iznos oštećenja vozila, čija se procena vrši prema katalogu Auto Moto Saveza Srbije.

Član 11. Gorivo i pranje vozila

Sva vozila se izdaju sa punim rezervoarom, i Najmoprimac je u obavezi da isti dopuni pre vraćanja vozila ili da Najmodavcu doplati nadoknadu za razliku goriva. Ukoliko zakupac vrati iznajmljeno vozilo zapriješeno upotrebom, neće mu biti naplaćeno pranje vozila. Ukoliko je vozilo zapriješeno u tolikom stepenu da mu je potrebno dubinsko pranje, Najmoprimac će biti naplaćen naknada za istu u visini od 100 EUR u dinarskoj protivvrednosti po srednjem kursu NBS-a na taj dan. Procenu zapriješnosti vozila vrši lice zaposleno kod Najmodavca koje vrši prijem vozila.

Član 12. Troškovi

Najmoprimac je dužan da snosi sve troškove drumarine, mostarine, trajekta, saobraćajnih i parking kazni, naknada za odnošenje i čuvanje nepropisno parkirano vozila, koji su nastali za vreme trajanja najma.

Član 13. Rezervacija vozila

Prilikom rezervacije vozila, Najmoprimac rezerviše jednu od grupa vozila u flote Najmodavca, u sklopu koje Najmoprimac ima više različitih vozila. Najmodavac će uvek nastojati da obezbedi upravo vozilo koje klijent rezerviše. Međutim, ukoliko u periodu od rezervacije do dana predviđenog za izdavanje vozila isto postane nedostupno usled nepredviđenih okolnosti, Najmodavac zadržava pravo da umesto njega obezbedi vozilo iz iste grupe.

Član 14. Ugovorena sudska nadležnost

U slučaju spora po bilo kom pitanju iz ugovora o najmu vozila, ugovorne strane će nesporazum pokušati da reše mirnim putem, a ukoliko to nije moguće, ugovorena je nadležnost stvarno nadležnog suda u Beogradu.

Potpisom potvrđujem da sam pročitao navedene uslove i sa njima se slažem

U Beogradu, datum _____

(potpis)

GENERAL CONDITIONS OF CAR RENTAL “SEPA GROUP D.O.O.”

1st

The fact of the General Conditions

All rental vehicles “SEPA GROUP D.O.O.” (hereinafter referred to as Lessor) is performed according to its customers (hereinafter referred to as Lessee) are subject to these terms and conditions if the specific terms of the contract of hire vehicles otherwise expressly stated, or if certain issues are specifically otherwise regulated. These conditions are published on the website “Sepa group d.o.o.”, and delivered in one copy to each client, which confirms receipt of the same signature of the rental.

2nd

The basic conditions for car rental

Lessee must be at least 21 years of age, as well as a driver's license for at least three years. Lessee shall lessor upon collection presents an identity card or passport, and driver's license for inspection. In case of doubt about the authenticity of any of these documents, Lessor retains the discretion to refuse to conclude without liability contract, or the issuance of a vehicle. If the client is a legal entity, a person authorized to operate the vehicle must be specified in the contract and fulfill all the requirements of the preceding paragraph. When signing the contract, the Lessee must have a credit card as a means of payment of the deposit, or the corresponding amount of money in cash, which will lay down on the spot. Lessee retains discretion without liability to the client refuses to conclude a contract, or the issuance of vehicle to persons who are obviously not able to safely drive the vehicle regardless of which meet the above-mentioned formal requirements (eg. An obvious disability client, alcohol intoxication ...)

3nd

Length of the lease

Minimum rental vehicles is 24 hours. If the client is late in returning the vehicle is tolerated exceeding 60 minutes. After a period of tolerance, Lessor is entitled to charge a new rental day. Rent may be extended only with the consent of the lessor, not later than 24 hours before the rental vehicle. Lessee is obliged to inform the lessor if he wants to return the vehicle before the agreed date or time, at least 24 hours before the intended return of the vehicle.

4nd

Payment and deposit

Rent is paid in advance by credit card by Lessor receives, or cash. If the Lessee legal entity, a deposit may be given in cash at the expense of the lessor . Deposit during the term of the lease is required. Shall be taken by credit card or cash, and serves to secure possible claims Lessor to the Lessee. If it does not exist after the termination of the lease, the deposit will be returned in the same manner in which it was given. The amount of the deposit shall be determined by the lessor, based on the length of rental, type of vehicle and other circumstances, in the amount of 300 to 1500 euros. The lessor is entitled to invoice the customer who made a reservation vehicles via the Internet to your account irrevocably transfer funds in the amount of one day of rental rates, and prior to the conclusion of the contract.

5nd

The rental price

The price of rent depends on the type of vehicle, the period for which the vehicle is rented, and mileage. The price of rent is determined by two tariff packages, optionally Lessee:

- The price of the loan with the 200 kilometers which Lessee may move the vehicle, with the obligation of charge amount of 0.20 EUR in dinar equivalent at the average exchange rate of NBS on the payment date, for each kilometer traveled.
- The price of rent, which includes unlimited mileage.

Height price after the two tariff packages are presented in the price list of the lessor. In addition to the price of the rental, the Lessee pays the rent additional equipment for the vehicle, according to the price list of the lessor.

6nd

Delivery and return of vehicles

The vehicle is retrieved and returned to the office lessor, during the working hours. It is possible to delivery and return of the vehicles outside the branch (at the airport, hotel, home address, etc.). And after working hours with surcharge as determined by taking the Lessor. When taking over and returning the vehicle, the Lessee and authorized person with the lessor sign the form on the state of the vehicle and supporting opreme. Lessee is hereby warned and consened that when you return and collection services conscientiously check the vehicle together with the employees with the lessor

7nd

Terms of Use and driving

Lessee is expressly forbidden to drive a car under the influence of alcohol, drugs and other psychoactive substances. If the Lessee silent on this commitment, we ensure that it is obtained in accordance with these Terms and conditions have no effect, and will be obliged to compensate the lessor full amount of damage, or theft. Car rental can be operated only by a person who is registered as a driver in the Rental Agreement. With the consent of the lessor, the rental agreement may be entered even one person can operate the vehicle, and which meets the requirements of Art. 2, paragraph 2 of these General Terms and Conditions.

Lessee is expressly forbidden that a car is placed on the use of unauthorized persons. If the Lessee silent on this commitment, we ensure that it is obtained in accordance with these Terms and conditions have no effect, and will be obliged to compensate the lessor full amount of damage, or theft. Lessee is expressly forbidden to use the vehicle for commercial purposes - for the transport of goods and face a fee. The opposite behavior will be considered negligent use of vehicles which excludes the effect of indemnity insurance. The Charterer shall be obliged to compensate the lessor full amount of the same.

Lessee is expressly prohibited vehicle is loaded with passengers or objects beyond the allowed maximum weight indicated on the traffic license. The opposite behavior will be considered negligent conduct which excludes the effect of insurance against damage. Lessee is expressly prohibited without the written consent of the lessor perform any change of parts, assemblies, equipment or devices on the vehicle or in any way alter the interior or exterior appearance of the vehicle. Altered or missing parts Lessee shall compensate the lessor for the full amount, according to the official price list of authorized service.

Lessee shall enhance the requirements received from the lessor benefits in accordance with the instructions given by the authorized person, and of any possible malfunction of the same without delay notify the lessor. In the case of physical damage of accessories, the user is required to compensate the lessor full amount of damage, according to the official price list of authorized service.

8nd

Crossing the border

For travel car rental beyond the borders of the Republic of Serbia shall apply special conditions of the lease, which will be in accordance with the agreement the parties have entered into a contract of lease. Crossing the border is Lessee allowed only with the written consent of the lessor. Without exception, the Lessee is expressly banned from entering car rental in Albania and in the territory of Kosovo. All costs in obtaining a green card needed to enter each country bears the Lessee, if it has not already been previously obtained.

9nd

Insurance

- Ensuring emergency (Collision Damage Waiver)
The price of rent includes liability insurance for damage to third parties resulting from a traffic accident, to the amount set polis compulsory insurance. If an accident occurs the fault of the Charterer, his participation in the damage amounts to 20%. In addition to the cases provided for in Article 7 of these General Terms and Conditions, the insurance does not cover damage to the interior of the vehicle, damage to the tires and wheels, underbody damage, broken and / or lost keys, damages resulting from filling up with the wrong kind of fuel and the damage was caused intentionally or by negligence Lessee. All the listed damaged will be charged the full amount of torque when the vehicle returns from rent according to the official price list of the authorized service center for the rented car.
- insurance entities (Personal accident insurance)
This type of insurance is included in the rental price. This insurance can provide the driver and passengers in the vehicle in case of death or injury incurred in a car accident.
- Theft Protection (Theft Protection)
Customer participation in the Compensation is 20%.
Fully insured that is paid separately in the amount of 10.00 euros for each day of the lease, in dinar equivalent at the middle exchange rate of NBS on the day of payment, the Lessee shall be relieved of all financial responsibility for theft or damage to the vehicle in addition to the damage caused inside the vehicle, damage to the tires and wheels, underbody damage, broken and / or lost key, damages resulting from filling up with the wrong type of fuel and the damage was caused intentionally or by negligence Lessee.

Secure This will not apply if the theft when the vehicle was unlocked and the key was left in the lock of the steering wheel. Insurance will not take effect if the Lessee does not hold the key to the vehicle and documents related to the same.

10nd

Procedures in the event of an accident, damage and theft of vehicles

For all types of insurance referred to in Article 9 of these General Terms and Conditions, it is necessary that the Lessee has a corresponding police report. If the Lessee does not obtain the same, lessor is entitled to charge him the full value of damage, theft or attempted theft of vehicle class event of an accident Lessee shall promptly inform the police about the same and the lessor and follow their instructions, and to plot data on other participants in the accident that event. Lessee is required to own and Lessee present police report on each type of accident, regardless of the number of participants or the amount of damage.

Lessee shall provide a police report and in case that was not present when the damage or accidents (eg. The vehicle was damaged by an unknown person while the vehicle was in the parking lot).

In the event of an accident, the Charterer is obliged, when returning the vehicle to fulfill report on the accident or damage that has occurred, and to write a brief statement describing the causes and circumstances of the accident or damage occurred. In case of theft or disappearance vehicles, Lessee shall on the incident immediately inform the police and the lessor, as well as to fill a report of theft in office lessor.

If the loss / theft of vehicles are not reported to the police, as well as the Lessee shall pay the full value of the vehicle, whose assessment is done according to the catalog Auto Moto Association of Serbia.

11nd

Fuel and car wash

All vehicles are supplied with a full tank, and the Lessee is obliged to amend it before returning the vehicle to the lessor or surcharge fee unlike fuel. If the renter returns the rented car soiled normal use, shall not be charged for washing vehicles. If the vehicle is dirty to such a degree that he needs deep cleaning, the Lessee will be charged for the same in the amount of 100 EUR in dinar equivalent at the average exchange rate of NBS on the day. Assessment of how dirty the vehicle performed by a person employed by the lessor to the acceptance of vehicles.

12nd

Costs

Lessee is responsible for all costs of tolls, toll, ferry, traffic and parking fines, penalties for the removal and storage of improperly parked vehicles, which were created during the term of the lease

13nd

Car booking

When booking a vehicle Lessee reserve one of a group of vehicles in the fleet lessor, in which Lessee has a number of different vehicles. The owner will always strive to provide exactly the vehicle that the customer reserves. However, if the period of the reservation up to the date scheduled for the issuance of the vehicle also becomes unavailable due to unforeseen circumstances, Lessor reserves the right to instead provide a vehicle of the same group.

14nd

The agreed legal venue

In case of a dispute on any matter of rental contract, the contracting parties shall try to resolve the disagreement through mirin, and if this is not possible, agreed the jurisdiction of the competent court in Belgrade.

Signature I confirm that I have read the license and agreed

In Belgrade, date _____ (signature)